

Introduced and Read: August 21, 2007
Adopted: August 21, 2007

**TOWN OF BRENTWOOD
RESOLUTION NO. 2007-02**

**A Resolution Approving a Police Services Agreement for
Police Patrol Services in the Town of Brentwood between
the City of Mount Rainier and the Town of Brentwood**

**Police Services Agreement
(Police Patrol Services in the Town of Brentwood)**

THIS AGREEMENT made effective 1st day of July 2007, by and between the City of Mount Rainier, Maryland, 1 Municipal Place, Mount Rainier, MD 20712, a municipal corporation, and the Town of Brentwood, Maryland, 4300 39th Place, Brentwood, MD 20722, a municipal corporation.

WHEREAS, the City of Mount Rainier has established a police department ("Mount Rainier Police Department") to protect the health, safety, and general welfare of the public within the corporate limits of the City of Mount Rainier; and

WHEREAS, the Town of Brentwood does not have its own police department and has been providing protection to its residents through Prince George's County contract police services; and

WHEREAS, both the City of Mount Rainier and the Town of Brentwood have determined that it is necessary and appropriate, and in the public interest to provide an enhanced level of police patrol services in the Town of Brentwood; and

WHEREAS, the Town of Brentwood has requested the assistance of the City of Mount Rainier Police Department in providing police services to the Town of Brentwood; and

WHEREAS, the Town of Brentwood has requested that the City of Mount Rainier Police Department provide one full time police officer to provide a daily police patrol presence in the Town of Brentwood, and ensure forty (40) hours per week of on-duty police patrol services in the Town of Brentwood; and

WHEREAS, the *Annotated Code of Maryland*, Article 23A, Section 8C authorizes municipal governments to "lend or provide, upon such terms as may be agreed upon, the use of tools, vehicles, implements, materials, consultants, services, and other

assistance to another political subdivision for purposes deemed to be public and of benefit to the municipal corporation and the other political subdivision"; and

WHEREAS, the *Annotated Code of Maryland*, Criminal Procedure Article, Section 2-105 provides that the governing body of a municipal corporation may enter into reciprocal agreements in order to establish and carry into effect a plan to provide mutual aid through the furnishing of its police, together with all necessary equipment; and

WHEREAS, the City of Mount Rainier, Maryland and the Town of Brentwood desire to establish the conditions under which the Mount Rainier Police Department will render mutual aid and exercise general police jurisdiction to enforce the laws in the Town of Brentwood; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Employment of a Police Officer –

The City of Mount Rainier Police Department agrees to designate a Mount Rainier police officer to provide forty (40) hours per week of police patrol services within the Town of Brentwood during the term of this agreement. The Chief of Police may, at his/her discretion, assign an officer who is currently employed by the Department, or hire a police officer from outside the department to perform this service.

2. Description of Services –

This Agreement is not intended to affect the regular police services provided by the Mount Rainier Police Department in the regular course of police patrols and services as may now or hereinafter be provided for Mount Rainier residents generally and within the City of Mount Rainier. The police services provided hereunder to the Town of Brentwood shall be provided by the Mount Rainier Police Department. The Mount Rainier Police Department shall be responsible for selecting, training, equipping, supervising, setting performance standards, disciplining and compensating officers, and other matters incident to the performance of services to be provided hereunder, all in accordance with Mount Rainier Police requirements and regulations.

3. Patrol Time –

The Mount Rainier Police Department shall provide forty (40) hours per week of police services within the municipal boundaries of the Town of Brentwood. These services may be in the form of foot patrol, bicycle patrol, cruiser patrol or other forms of patrol as determined by the Chief of Police of the Mount Rainier Police Department. The Chief of Police shall consult and coordinate with the Mayor or Town Administrator, as appropriate, of the Town of Brentwood concerning the

schedule and patrol activity of the police officer assigned to the Town of Brentwood. Further, the assigned officer shall meet with the Town Administrator on a weekly basis to discuss patrol activities and patrol strategy in the Town of Brentwood.

It is agreed that when the officer assigned to the Town of Brentwood is either on approved leave (annual, compensatory, personal or sick), attending any court proceeding, or assigned to training directly related to services provided to the Town of Brentwood, the Mount Rainier Police will not be required to patrol or otherwise respond to calls for police service in the Town of Brentwood or be dispatched to calls for service within the Town of Brentwood. At such times, Mount Rainier police officers will expand their normal patrol area to include pre-selected streets within the Town of Brentwood.

4. Equipment –

The Mount Rainier Police Department shall furnish and supply all necessary labor, supervision, police equipment (not including police vehicles), communications equipment, and supplies necessary to maintain the performance of services rendered to the Town of Brentwood. During the period of this agreement, the Town of Brentwood shall reimburse all costs of police services described herein to the Mount Rainier Police Department. All equipment used and/or purchased in the performance of this Agreement, including, but not limited to, firearms, communications equipment, uniforms, and other necessary police equipment, as determined by the Chief of Police, shall remain the property of the Mount Rainier Police Department.

The Town of Brentwood shall lease one police vehicle for use by the full time Mount Rainier police officer assigned to the Town of Brentwood. The Town of Brentwood agrees to make all payments for the police vehicle during the term of this agreement. In the event this agreement is not renewed beyond its initial term, the lease shall be picked-up by the City of Mount Rainier at the end of the lease.

The Town of Brentwood agrees to provide suitable office workspace, at the Brentwood Town Hall, for use by the Mount Rainier police officer assigned to provide police services in Brentwood. This workspace shall include all usual and customary office supplies, equipment, furniture, telephone, data and fax lines, for use by the assigned officer.

5. Designation of Employees –

The police officers employed in the performance of police services and functions as set forth in this Agreement shall be employees of the Mount Rainier Police Department and report directly to the Mount Rainier Chief of Police or his/her designee. However, said officers shall meet and confer with the Town Administrator of the Town of Brentwood, or his/her designee, as to all

Brentwood-related issues. No employee of the Mount Rainier Police Department employed for or performing the police services herein described shall have the benefit of any employee pension, leave, insurance, or other benefit or right of a Town of Brentwood employee. To the extent permitted by law, each Mount Rainier police officer or other employee engaged in providing police services to the Town of Brentwood under this agreement shall be an agent of the City of Mount Rainier.

The Town of Brentwood agrees to designate one employee to provide administrative support functions to the Mount Rainier police officer(s) providing police services to the Town of Brentwood. No employee of the Town of Brentwood employed for or performing the services herein described shall have the benefit of any employee pension, leave, insurance, or other benefit or right of a City of Mount Rainier employee.

6. Obligations of the Parties –

The Town of Brentwood shall provide full cooperation and assistance to the Mount Rainier Police Department, its officers, agents, and employees in order to facilitate and accomplish the police services to be performed under this Agreement. The Town of Brentwood shall not be required to pay or assume any liability for the direct payment of any salaries, wages, or other compensation to Mount Rainier Police Department personnel performing services hereunder for the Town of Brentwood. The Town of Brentwood shall not be liable for compensation or indemnity for any Mount Rainier police officer or other employee for injury, sickness, or disability arising out of his or her employment. The Town Administrator of the Town of Brentwood, or his/her designee, shall act as liaison between the Town of Brentwood and the Chief of Police of the Mount Rainier Police Department in matters pertaining to operational policies or procedures of police officers assigned to the Town of Brentwood.

In the event that any suit or claim for damages is brought against the Mount Rainier Police Department or a Mount Rainier police officer arising, in any way, alleging gross negligence or intentional misconduct in the performance of police services under the terms of this Agreement, the City of Mount Rainier shall indemnify and hold harmless the Town of Brentwood from any and all such claims, damages, costs and expenses including, but not limited to, the costs of responding to and defending against any such claim or suit, including reasonable attorney's fees, up to the amount of the City of Mount Rainier's insurance coverage for such claims, damages, costs, and expenses.

In the event any suit or claim for damages is brought against the Mount Rainier Police Department or a Mount Rainier police officer arising, in any way, from the enforcement of a Town of Brentwood municipal ordinance, which ordinance is alleged to be unconstitutional, *ultra vires* or otherwise not legally enforceable, the Town of Brentwood shall indemnify and hold harmless the City of Mount Rainier

from any and all such claims, damages, costs and expenses, including, but not limited to, the costs of responding to and defending against any such claim or suit, including reasonable attorney's fees, for such claims, damages, costs, and expenses.

Either party, upon receiving written complaints for officers failing to comply with this Agreement, shall immediately take the necessary action to ensure compliance. The author of such complaint shall be notified by the Chief of Police of the disposition of any action taken as a result of the complaint.

The Mount Rainier Police Department shall retain jurisdiction over criminal or administrative complaints made against any Mount Rainier police officer for misconduct while on duty and providing police services within the Town of Brentwood. All such complaints shall be investigated in accordance with the *Law Enforcement Officer's Bill of Rights*, and the provisions of applicable Mount Rainier Police Department General Orders.

The Town of Brentwood shall develop and approve a budget that allocates sufficient funds to enable the Mount Rainier Police to provide police services to the Town of Brentwood as set forth in this Agreement. This budget shall be included with and become a part of this Agreement. Should the parties agree to extend this agreement for subsequent one-year periods, they shall develop a budget for expenditure of funds to support the Agreement, and include the revised budget with the approved Agreement extension.

It will be the responsibility of the Mount Rainier Chief of Police, or the designee of the Mayor of Mount Rainier, in consultation with the Mayor of Brentwood, or his/her designee, to insure that all budgeted funds are expended appropriately according to the budget, and that over-expenditure in each budget line item is prevented.

7. Jurisdiction –

In order to fully implement this agreement, all sworn Mount Rainier police officers shall have authority within the municipal boundaries of the Town of Brentwood to make arrests, conduct investigations, summon witnesses, and issue traffic, state, and municipal infraction citations. All sworn Mount Rainier police officers shall have police authority within the Town of Brentwood to the same extent as if they were acting within the municipal boundaries of the City of Mount Rainier.

8. Term –

It is mutually agreed that this Agreement shall be for the period of July 1, 2007, through and including June 30, 2008. By mutual consent, this Agreement may be renewed for successive period(s) of one (1) year. Not less than sixty (60) days

prior to the expiration date of this Agreement, both municipalities, by a majority vote of their respective duly elected council members, shall notify the Mayor or City Manager of the other municipality, in writing, of their intent to renew or not renew this agreement for any successive one (1) year period.

Notwithstanding any provision of this Agreement, the City of Mount Rainier and the Mount Rainier Police Department shall be released from their responsibilities under this Agreement when funds are depleted or withheld to the extent that they no longer provide sufficient funds to compensate the Mount Rainier Police Department for providing police services in the Town of Brentwood.

9. Release of Information –

In addition to the police services performed under the terms of this Agreement, the Mount Rainier Police Department shall develop a procedure, to be agreed upon by both parties, whereby the Chief of Police or his/her designee will prepare and release information about patrol activities, records, and other statistics, on a monthly basis to the Mayor & Council of the City of Mount Rainier and the Mayor & Council of the Town of Brentwood.

10. Terms and Conditions –

This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, expressed or implied, shall be deemed to exist or bind any of the parties with regard to the police services provided by the Mount Rainier Police Department to the Town of Brentwood. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of the other party. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement.

11. Authority –

This Agreement has been authorized by the City of Mount Rainier by Resolution No. 2007-__, passed by the Mayor and Council of the City of Mount Rainier on _____, 2007.

This Agreement has been authorized by the Town of Brentwood by Resolution No. 2007-02, passed by the Mayor and Council of the Town of Brentwood on August 21, 2007.

Each signatory hereto represents to the other that he or she has been duly authorized to execute this Agreement by the Resolution adopted in accordance with the procedures of his or her jurisdiction.

12. Waiver and Indemnification -

The parties to this Agreement shall, and hereby do, agree to:


- a. Waive any and all claims against each other which may arise out of their activities outside their respective jurisdictions under this agreement; and
- b. Indemnify and hold harmless the other party to this Agreement from all claims by third parties for property damage or personal injury brought as a result of alleged police professional liability, which may arise out of the activities of the other party to this Agreement outside their respective jurisdictions under this Agreement.

Indemnification under this Agreement shall be limited to the amount provided in the Local Government Tort Claims Act, *Annotated Code of Maryland*, Courts and Judicial Proceedings Article, Section 5-303, or the limit of any insurance coverage at the time of occurrence, whichever is higher.

IN WITNESS WHEREOF, the City of Mount Rainier has caused this Agreement to be signed by its Mayor and City Manager, and the Town of Brentwood has caused this Agreement to be signed by its Mayor and Town Administrator on the day and year first written above.

City of Mount Rainier, Maryland Town of Brentwood, Maryland

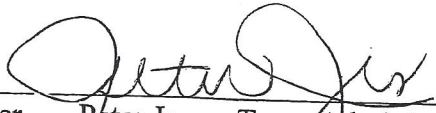
Malinda Miles, Mayor
City of Mt. Rainier



Bettyjean Bailey Schmiedigen, Mayor
Town of Brentwood

Date signed: _____ Date signed: 21 August 2007

Jeannelle B. Wallace, City Manager



Peter Jones, Town Administrator

Date signed: _____ Date signed: 22 AUGUST 2007

**TOWN OF BRENTWOOD & CITY OF MOUNT RAINIER
MEMORANDUM OF UNDERSTANDING**

**PROPOSED BUDGET FOR FULL-TIME POLICE OFFICER
2007-2008**

**TO BE DISBURSED QUARTERLY
TO MOUNT RAINIER**

[Quarterly checks in the amount of \$19,147.25]

POLICE OFFICER:


Salary	\$	44,013
Benefits		13,204
Uniforms/Equipment		3,682
Hiring/Training		<u>12,190</u>
	\$	73,089

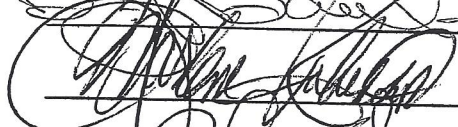
TRAINING 1,000


ADMINISTRATIVE EXPENSES 2,500

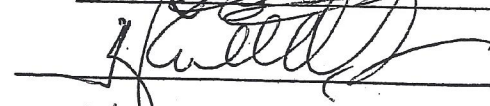
TOTAL: \$ 76,589

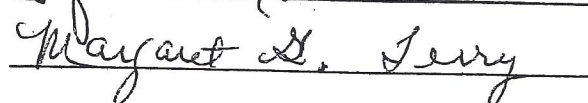
SIGNATURES:

 , Bettyjean Bailey Schmiedigen, Mayor

 , Marlene Robinson, Vice Mayor

 , Sonia Lopez, Council Member

 , Roger Rudder, Council Member

 , Margaret G. Terry, Council Member

Date Signed: 21 August 2007